

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
NORTHEASTERN DIVISION**

**ARGONAUT INSURANCE  
COMPANY,**

**Plaintiff,**

**v.**

**SUMMIT CONCRETE, INC., *et al.*,**

**Defendants.**

**Case No: 5:22-cv-00798-LCB**

**MEMORANDUM**

Before the Court are the parties' Joint Stipulations of Dismissal (Docs. 57, 58). On March 5, 2024, Argonaut and the Meyer Defendants submitted a joint stipulation dismissing with prejudice all of Argonaut's claims against them. (Doc. 57). On May 1, 2024, the remaining parties filed a joint stipulation dismissing without prejudice Argonaut's claims against all remaining defendants. (Doc. 58).

Parties may dismiss a lawsuit voluntarily by filing a stipulation of dismissal signed by all parties who have appeared, except in suits involving class or derivative actions, unincorporated associations, and receiverships. Fed. R. Civ. P. 41(a)(1)(A)(ii). None of those exceptions apply here.

A joint stipulation of dismissal is "self-executing" upon proper filing. *Love v. Wal-Mart Stores, Inc.*, 865 F.3d 1322, 1325 (11th Cir. 2017). Because the parties

have filed a joint stipulation of dismissal signed by all remaining parties, the case was dismissed immediately upon filing of the stipulation. Per the joint stipulation, Argonaut's claims against the Meyer Defendants are dismissed **WITH PREJUDICE**, while Argonaut's claims against all remaining defendants are dismissed **WITHOUT PREJUDICE**.

The Clerk of Court is therefore **DIRECTED** to close this case.

**DONE** and **ORDERED** October 3, 2024.

A handwritten signature in black ink, appearing to read "L.C. Burke", written over a horizontal line.

**LILES C. BURKE**  
UNITED STATES DISTRICT JUDGE